

INVITATION TO BID		LSU	BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			07/19/2016	11:00 AM CT
SOLICITATION 000014130 VENDOR # VENDOR NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%;"></div>			RETURN BID TO LSU LOUISIANA STATE UNIV. PROCUREMENT OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Cynthia Winey BUYER PHONE (225)578-1053 BUYER EMAIL cwiney@lsu.edu ISSUE DATE 06/09/2016	

TITLE: SALE OF TIMBER AT LEE MEMORIAL FOREST

To Be Completed By Bidder

1. _____ "No Bid" (sign and return this page only).
 2. _____ My Company does not wish to receive future solicitations for this commodity code.
 3. Specify your Delivery: To be made within _____ days after receipt of order.
 4. Specify your Payment Terms: _____.
- Prompt payment cash discounts for less than 30 days and less than 1% will be accepted, but will not be considered in determining awards. On indefinite quantity term contracts, cash discounts will be accepted and taken, but will not be considered in determining awards.

General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing LSU Campus/Department at the "Return Bid To" address stated above, until the specified due date and time.
2. Bids must be signed by a person authorized to bind the vendor. In accordance with LAC 34: XIII.517, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity; or (3) the entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
3. Read the entire solicitation, including all terms, conditions and specifications.
4. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the bidder.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. LSU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.
6. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
7. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

BIDDER (Name of Firm)	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE ZIP
PRINTED NAME	PHONE #
TITLE	FAX #
E-MAIL	FEDERAL TAX ID #

Invitation to Bid - Standard Terms and Conditions for Sales

These standard terms and conditions shall apply to all LSU solicitations for sales, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Timber Sale Prospectus, the Timber Sale Prospectus shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to the Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the Procurement office prior to bid opening time. Late bids will not be considered.

Bids must be delivered to the LSU Procurement Office, Room 213, Thomas D. Boyd Hall, Baton Rouge, Louisiana 70803.

2. Signature Authority of Bid

Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana law, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.

3. Interpretation of Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the LSU Procurement Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the LSU Procurement Office, and mailed or delivered to all bidders known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by bidder.

4. Bid Opening

Bidders may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the LSU Procurement Office during normal working hours.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the LSU Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Submission of Bid

Two copies of the Timber Sale Bid Contract, properly signed, are to be submitted on the form furnished for that purpose or on exact copies thereof and will serve as the Bid. Bids submitted in any other form or format may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil or signed in pencil will not be considered.

In the case of a lump sum bid, the amount shall be expressed in words and figures when requested. In case of any discrepancy between the price written in the bid and that given in figures, the price in writing will be considered as the bid. In case of an error on extension, the unit price shall prevail.

7. Taxes

By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

8. Terms and Conditions

This solicitation contains all terms and conditions with respect to the sale of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

9. Vendor Forms / LSU Signature Authority

The terms and conditions of the LSU solicitation and contract shall solely govern the sale, and shall not be amended by any vendor contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of LSU. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising wherefrom. Vendors who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

10. Awards

Award will be made to the highest responsible and responsive bidder. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

11. Acceptance of Bid

Only the issuance of an official LSU contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a vendor for services rendered without an official contract.

12. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

13. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation.

14. Assignment of Contract / Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, to another party without the prior written consent and approval of the LSU Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising wherefrom.

15. Contract Cancellation

LSU has the right to cancel any contract for cause, in accordance with Procurement rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor.

16. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

17. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972; the Age Act of 1975, the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

18. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

19. Certification of No Suspension or Debarment

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

20. Payment Term

Payment is to be made by certified check, cashiers check, bank check or money order. Bidders are hereby notified that personal checks, company checks or similar are not acceptable. Checks are to be made payable to the LSU Ag Center and submitted as a lump sum upon return of contract for the marked timber, and on a per ton basis weekly or bi-weekly based upon mill deliveries for first thinning.

TIMBER SALE PROSPECTUS
LSU LEE MEMORIAL FOREST
LSU AGRICULTURAL CENTER
FRANKLINTON, LOUISIANA

The Office of Procurement, Louisiana State University, Baton Rouge, LA. 70803 will receive sealed bids for the sale of timber located on the LSU Agricultural Center, Lee Memorial Forest, Franklinton, LA.

The sale area consists of approximately 152 acres of pine timber to be harvested. Of this acreage 24 will be total tree removal, 26 a marked timber thinning, and 102 a first thinning.

RE: The 24 acre marked total tree removal (Unit K6):

A 100% tally was conducted on all trees with a dbh of 5 inches and greater. All trees to be harvested are marked in blue paint at or above diameter breast height. See attached table for a tree count and diameter distribution. Tree counts are guaranteed; however, no guarantee of volume is intended or implied.

RE: The 26 acre marked thinning (Unit K7 & Unit 400):

A 100% tally was conducted on all trees to be removed. All trees to be harvested are marked in blue paint at or above diameter breast height. See attached table for a tree count and diameter distribution. Tree counts are guaranteed; however, no guarantee of volume is intended or implied.

RE: The 102 acre first thinning (Units K1a, K1c, K2a, 603,604,607,609):

The chosen method of harvesting operation will be 'operator select' within the below stated guidelines.

In areas where planted rows are evident, every third row must be harvested AND the remaining two rows must be thinned to reach an acceptable stocking density of 150-180 trees per acre. If planted rows are not evident, corridors must be cut AND the remaining swath of trees between the corridors must be thinned to a density of 150-180 trees per acre. Small diameter, suppressed, and poor quality trees must be targeted from the row thinning. The goal is to obtain a residual stocking density of 150-180 trees per acre of co-dominant and dominant trees. Care must be taken to minimize damage to residual trees. Close supervision by Lee Memorial staff will ensure that the logging operation is operating within the above stated guidelines.

The bid will be “two-fold”:

- 1) A lump sum bid will be required for all of the “marked” timber (24 acre total tree removal AND 26 acre marked thinning) with payment due upon execution of the timber sale Proposal/Contract.
- 2) A bid per-volume unit basis (\$\$ per ton) will be required for all of the first thinning (102 acres). This portion of the sale will be a ‘*pay as cut*’. Actual payments to LSU will be based on the amount per ton bid for pine pulpwood and the mill weight tickets generated throughout the sale. If mill scale tickets are based on volumes, and weights are not available at the delivery points, then the following conversion factor will be used: **Pine pulpwood 2.70 tons/cord** Payment will be made to LSU weekly or bi-weekly based on mill deliveries. Seller or his designated representative reserves the right to check scale. A copy of the scale tickets should accompany the payments.

Total estimated volume for the marked timber is advertised below.

Pine saw timber	117,350 <i>board feet</i>
Pine Pulpwood	139 <i>cords</i>

Doyle Rule was used to determine the above advertised volumes.

Total estimated volume for the first thinning is advertised below.

Pine Pulpwood	850 <i>cords</i>
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The following conversion will be used to convert cords to tons: 2.70 tons/cord

Prospective buyers may examine the timber to be sold as to quantity and quality by contacting Mr. Joseph Nehlig, LSU Lee Memorial Forest, 21139 Lee Memorial Dr., Franklinton, LA 70438. Mr. Nehlig may be reached at 985 848-5709(W), 985 515-4837(cell), or 985 848-5703 (FAX). Removal of this timber shall be coordinated with Mr. Nehlig as to ingress and egress to the sale. There will not be any question and answer time available. The only official answer or position of the University will be stated in writing in response to written questions through an official addendum.

A Timber Sale Contract will be executed. The contract period will be for twelve (12) months from the date the University accepts the contract; unless at the discretion of the University, a 30 day extension is granted by virtue of adverse weather conditions.

Insurance and Indemnification

See attached insurance and indemnification requirements

Bid Form

- 1) Lump sum bid for the 50 acres of “MARKED” timber described in this prospectus.

(words)

\$ _____

(numbers)

- 2) Per-volume unit (\$\$ per ton) based on 850 cords x 2.70 tons = 2,295 tons:

(words)

\$ _____ per ton

(numbers)

for the 102 acres of “FIRST THINNING” timber described in this prospectus.

An award will be made on an all or none basis. The highest bid will be determined by calculating a total bid price based on the advertised volume of the first thinning and the \$\$ per ton bid for said volume added to the lump sum bid.

Bidders should beware that the volumes are estimates. If awarded the sale, the lump sum bid will be due upon execution of the timber sale Proposal/Contract. Payments for the ‘*pay as cut*’ will be based on the amount per ton bid and the mill weight tickets generated throughout the sale and paid weekly or bi-weekly based on mill deliveries . If mill scale tickets are based on volumes, and weights are not available at the delivery points, then the following conversion factors will be used:

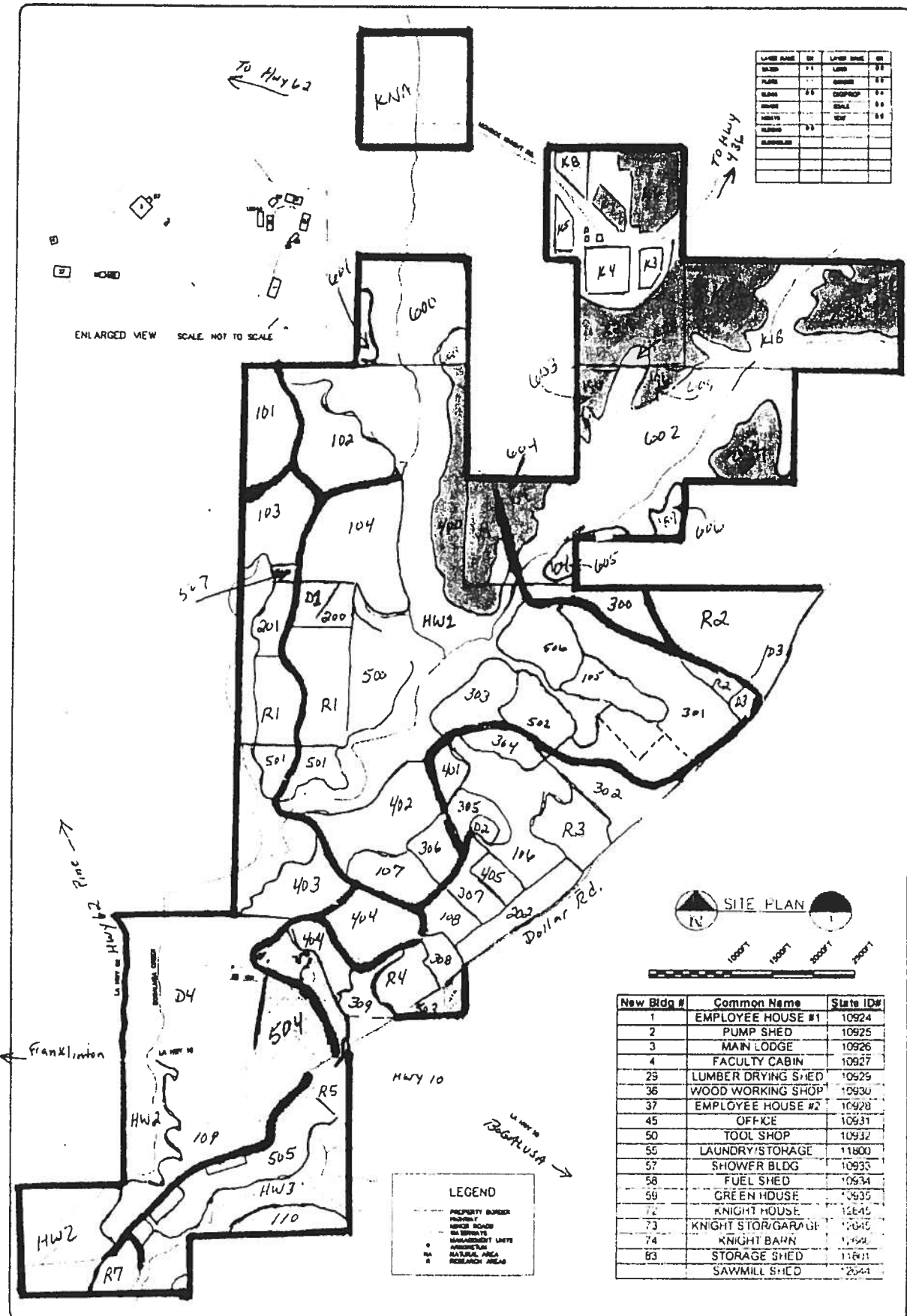
Pine pulpwood 2.70 tons/cord

To Hwy 62

To Hwy 42

DATE	BY	REVISION	BY
10/20	1	10/20	1
10/20	1	10/20	1
10/20	1	10/20	1
10/20	1	10/20	1
10/20	1	10/20	1
10/20	1	10/20	1
10/20	1	10/20	1
10/20	1	10/20	1
10/20	1	10/20	1
10/20	1	10/20	1

ENLARGED VIEW SCALE: NOT TO SCALE

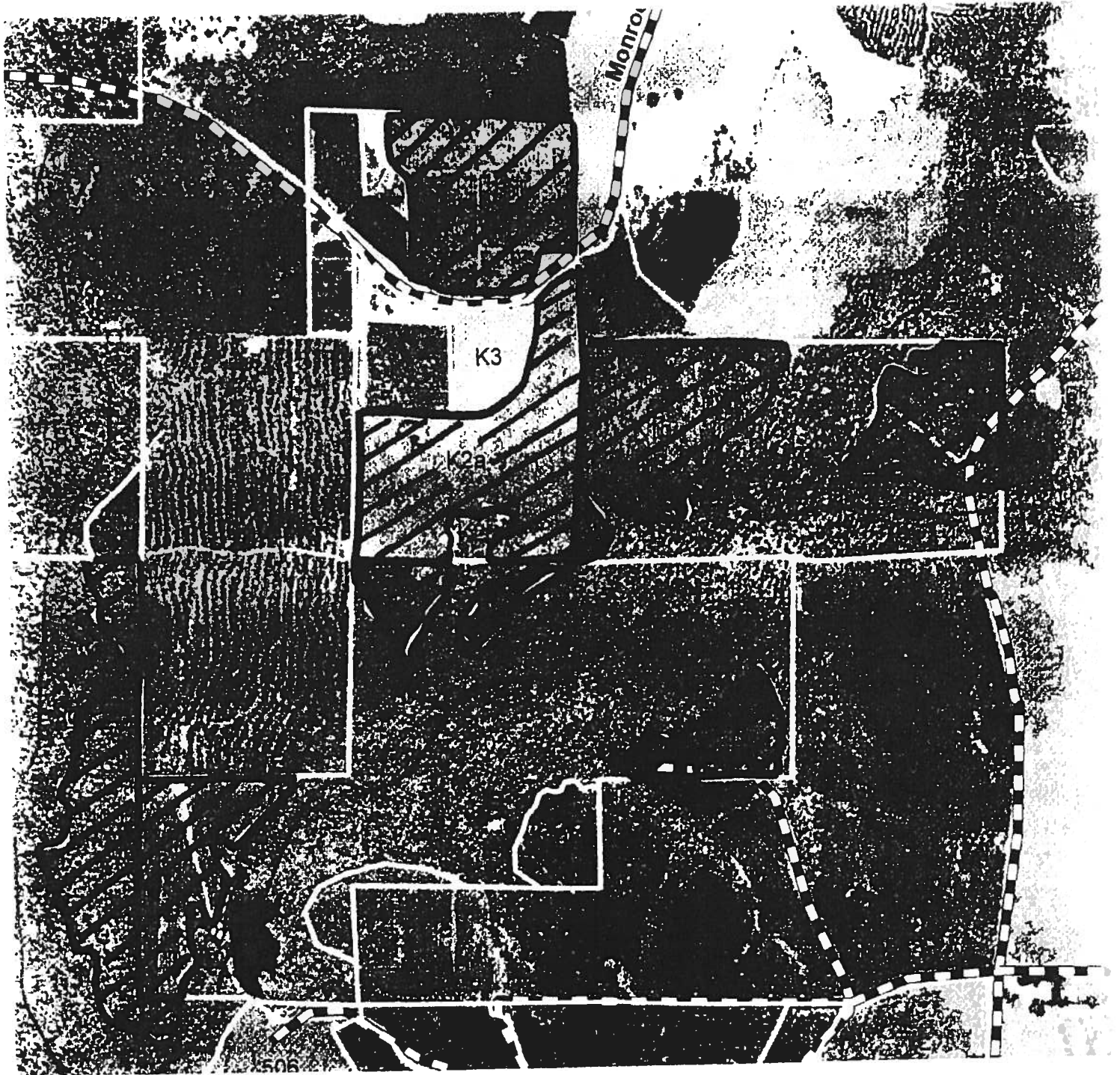


New Bldg #	Common Name	State ID#
1	EMPLOYEE HOUSE #1	10924
2	PUMP SHED	10925
3	MAIN LODGE	10926
4	FACULTY CABIN	10927
29	LUMBER DRYING SHED	10929
36	WOOD WORKING SHOP	10930
37	EMPLOYEE HOUSE #2	10928
45	OFFICE	10931
50	TOOL SHOP	10932
55	LAUNDRY/STORAGE	11800
57	SHOWER BLDG	10933
58	FUEL SHED	10934
59	GREEN HOUSE	10935
72	KNIGHT HOUSE	12645
73	KNIGHT STOR/GARAGE	12645
74	KNIGHT BARN	12645
83	STORAGE SHED	11811
	SAWMILL SHED	20441



PROPERTY MAP
OF MEMORIAL FOREST

LEE MEMORIAL FOREST



Lee Memorial Forest - Stand Table - Unit K6

Pine Sawtimber

Number of 16' logs

dbh (inches)	1	1.5	2	2.5	3	Total # of trees
10	22	23	35	15	2	97
11	24	24	40	29	3	120
12	24	42	52	52	22	192
13	31	52	49	70	35	237
14	16	46	66	61	46	235
15	14	45	53	51	38	201
16	9	17	35	43	31	135
17	4	15	16	30	17	82
18	3	7	16	12	3	41
19	1	4	4	3	2	14
20	2	1	1	2	0	6
21	2	0	3	2	2	9
22	0	0	1	0	0	1
Total # of trees	152	276	371	370	201	1370

Pine Pulpwood

Height in Feet

dbh (inches)	10	20	30	40	50	60	Total # of trees
5	7	0	0	0	0	0	7
6	8	5	3	0	0	0	16
7	3	4	8	5	1	0	21
8	8	11	9	8	3	0	39
9	1	8	13	13	18	1	54
10	0	7	5	7	0	0	19
11	1	1	2	1	4	0	9
12	1	4	2	1	4	0	12
13	0	1	2	1	3	2	9
14	1	0	0	1	0	0	2
15	0	0	0	0	2	0	2
16	0	1	1	2	0	0	4
17	0	0	0	0	1	0	1
Total # of trees	30	42	45	39	36	3	195

TIMBER SALE PROPOSAL/CONTRACT
LSU LEE MEMORIAL FOREST
FRANKLINTON, LOUISIANA

We _____, of _____, _____
(buyer) (city) (state)

hereinafter called the purchaser, agree to purchase from Louisiana State University Agricultural Center, hereinafter called the University, that timber, designated for removal located at the LSU Lee Memorial Forest, Franklinton, LA.

Location:

The timber to be sold is located on the LSU Lee Memorial Forest, 21139 Lee Memorial Dr., Franklinton, LA, 70438. Township 2 South – Range 12 East, Sections 9 & 10, Washington Parish, LA. Phone number to the office at Lee Memorial Forest is 985-848-5709.

Designated Timber to be Removed:

The sale area consists of approximately 152 acres of pine timber to be harvested. Of this acreage 24 will be total tree removal, 26 a marked timber thinning, and 102 a first thinning. See attached prospectus for additional description which becomes part of the contract.

Insurance:

See attached insurance and indemnification requirements.

Conditions of Sale:

Purchaser must agree to the following:

- 1) To pay the University a lump sum of:

(words)

\$ _____
(numbers)

for the 50 acres of “MARKED” timber described in the prospectus upon notification of award and before any trees are harvested. Payment to be by certified check.

- 2) To pay the University on a '*pay as cut*' basis the amount of

_____ per ton for pine pulpwood
(words)

\$ _____ per ton for pine pulpwood
(numbers)

for the 102 acres of "FIRST THINNING" timber described in the prospectus.

- 3) RE: the '*pay as cut*': Actual payments to LSU will be based on the amount per ton bid for pine pulpwood and the mill weight tickets generated throughout the sale. If mill scale tickets are based on volumes, and weights are not available at the delivery points, then the following conversion factor will be used: **Pine pulpwood 2.70 tons/cord.**
- 4) RE: the '*pay as cut*': Payment will be made to LSU weekly or bi-weekly based on mill deliveries. Seller or his designated representative reserves the right to check scale. A copy of the scale tickets should accompany the payments.
- 5) RE: the '*pay as cut*': The chosen method of harvesting operation will be 'operator select' within the below stated guidelines.

In areas where planted rows are evident, every third row must be harvested AND the remaining two rows must be thinned to reach an acceptable stocking density of 150-180 trees per acre. If planted rows are not evident, corridors must be cut AND the remaining swath of trees between the corridors must be thinned to a density of 150-180 trees per acre. Small diameter, suppressed, and poor quality trees must be targeted from the row thinning. The goal is to obtain a residual stocking density of 150-180 trees per acre of co-dominate and dominate trees. Care must be taken to minimize damage to residual trees. Close supervision by Lee Memorial staff will ensure that the logging operation is operating within the above stated guidelines.

- 6) RE: the '*marked timber*': Payment to LSU for the 50 acres of "MARKED" timber described in the prospectus is due upon notification of award and before any trees are harvested. Payment to be by certified check.
- 7) RE: the '*marked timber*': All trees to be harvested are marked with blue paint at or above dbh. Every attempt should be made to fell these trees so that they drop in the sale area away from and out of the protected SMZ.

- 8) To post a performance bond of \$1,000.00. A cashiers check, certified check, bank check or money order would be acceptable in lieu of performance bond. This bond (or check) will be forfeited if the terms of the contract are broken. If a check is submitted in lieu of bond and if terms of the contract are not broken, then the check will be returned within 30 days after completion of operations.
- 9) To pay any severance taxes applicable to the timber bought under the terms of the contract.
- 10) To furnish required insurance certificate(s) and indemnification agreement.
- 11) The skidding of all logs shall be carried out within the sale area. Stands that surround the designated harvest area shall not be used for the establishment of loading ramps. The location of landings and loading ramps must be agreed upon by buyer and seller before operations begin.
- 12) No timber outside of the sale area is to be cut. Any timber which is cut that was not designated for cutting, will result in a penalty of \$80.00 per standard cord for pulpwood and \$600.00/MBF Doyle rule for sawtimber.
- 13) Timber cutting, skidding, and/or hauling operations may be temporarily suspended at any time by the University when conditions cause unreasonable rutting or other damages.
- 14) All logging operations shall be conducted to comply with the Louisiana Best Management Practices (BMP's).
- 15) All damage caused by the purchaser to fences or other improvements on Lee Memorial Forest shall be satisfactorily repaired or replaced by the purchaser within 30 days after completion of operations.
- 16) All existing roads utilized shall be kept passable. The purchaser shall restore roads and bridges damaged by the logging operation to their former condition within 30 days after completion of operations.
- 17) Any fire started by the purchaser during the period of contract must be immediately suppressed. Suppression costs and damages resulting from the fire will be paid by the purchaser. Damages from fire will be determined by two representatives of the University working together with the purchaser and will be by actual on-the-ground appraisal.
- 18) All trash and garbage, such as cans and paper, resulting from the logging operation will be picked up and removed from Lee Memorial Forest.

- 19) To waive all claims to the above-described timber unless it is removed during the specified twelve-month period, or thirteen month period if a 30 day extension is granted by the University because of adverse weather conditions.
- 20) The assignment of all or any part of the purchased timber to other parties will be permitted only by written application to the University and after written approval by the University.
- 21) Failure to comply with all terms of this contract will result in an immediate suspension of all operations.

The University agrees to the following:

1. To guarantee title to the timber sold under this contract.
2. To grant freedom of entry and use of roads to and from the described timber, together with unstipulated rights and privileges normally extended to purchasers of timber, provided that these privileges are not in conflict with other provisions of this agreement.

This contract is accepted and subscribed to by both purchaser and the University, and they have caused their names to be affixed hereto on this _____ day of _____, 2016.

Witness:

For the purchaser:

(name)

(signature)

(title)

(phone number)

(street address)

(city) (state) (zip)

Witness:

For the Board of Supervisors of Louisiana
State University and Agricultural and
Mechanical College

William Richardson, Vice President
LSU Agricultural Center

F. King Alexander, President
Louisiana State University System

**BOARD OF SUPERVISORS
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL & MECHANICAL COLLEGE
Purchasing Office, 213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001**

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse and Under ground (XCU) Coverage.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless Louisiana State University and A & M College, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of Louisiana State University and A & M College, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. _____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by

Company Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? ____Yes ____No

Bid or RFQ No. _____ for Board of Supervisors of Louisiana State University and A & M College

Purpose of Contract: _____

Rev. 2/12/03

Add

Change